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**Related to DE 2314**

*Attorneys for Adam Levine Productions, Inc.*

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re	: Chapter 11
	:
SEARS HOLDINGS CORPORATION., <u>et al.</u> , <sup>1</sup>	: Case No. 18-23538-RDD
	:
Debtors.	: (Jointly Administered)
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**ADAM LEVINE PRODUCTIONS, INC. RESERVATION OF RIGHTS REGARDING  
DEBTORS' SECOND SUPPLEMENTAL NOTICE OF CURE COSTS AND  
POTENTIAL ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS  
AND UNEXPIRED LEASES IN CONNECTION WITH  
GLOBAL SALE TRANSACTION**

Adam Levine Productions, Inc. ("ALP"), by and through its attorneys, Reitler Kailas & Rosenblatt LLC, files this reservation of rights in connection with the Debtors' second supplemental notice of cure costs and potential assumption and assignment of executory

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax Identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); SHC Licensed Business LLC (3718); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537); Innovel Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); Sears, Roebuck de Puerto Rico, Inc. (3626); SYW Relay LLC (1870); Wally Labs LLC (None); SHC Promotions LLC (9626); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Sears Brands Business Unit Corporation (4658); Sears Holdings Publishing Company, LLC. (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None); SOE, Inc. (9616); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); Kmart.com LLC (9022); Sears Brands Management Corporation (5365); and SRe Holding Corporation (4816). The location of the Debtors' corporate headquarters is 3333 Beverly Road, Hoffman Estates, Illinois 60179.

contracts and unexpired leases in connection with global sale transaction, dated January 31, 2019 (the “Supplemental Cure Notice”) [DE 2314], and respectfully sets forth and represents:

1. In response to the Debtors’ initial notice of cure costs and potential assumption and assignment of executory contracts and unexpired leases in connection with global sale transaction [DE 1731], ALP filed its objection to the proposed cure amount and adequate assurance of future performance (the “ALP Objection”).

2. As detailed in the ALP Objection, ALP and Kmart Corporation are parties to a Trademark and License Agreement dated on or about December 20, 2012 (the “License Agreement”), as thereafter amended and extended through a Fifth Amendment, dated September 14, 2018 (the “Fifth Amendment”), carrying a term through August 1, 2020.

3. As detailed in the revised proposed sale orders [DE 2332, 2378, 2430, 2454], the Debtors’ have agreed to defer consideration of certain disputed cure amounts to a later date, including the amount due to ALP under the Fifth Amendment, and will allow those parties to raise adequate assurance issues at such time.

4. Despite the above adjournment, the Supplemental Cure Notice purports to address the License Agreement and its subsequent amendments, albeit to the exclusion of the Fifth Amendment. ALP asserts that the License Agreement, together with *all* of its amendments (including the Fifth Amendment), should be considered at the adjourned date as the documents together constitute ALP’s License Agreement with the Debtors.

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5. Therefore, by this reservation of rights, ALP hereby reserves its rights to challenge the assumption and assignment of the License Agreement and all subsequent amendments, the cure amount purported by the Supplemental Cure Notice with respect to the License Agreement and its subsequent amendments, and the sufficiency of adequate assurance of future performance.

Dated: New York, New York  
February 11, 2019

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By: /s/ Yann Geron

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